

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

(1) In Section B, Contract Line Items 0001AA, 0002AA, 0003AA, 0004AA, and 0005AA - DELETE: "Project Coordinator"; and REPLACE WITH: "Business Coordinator".

(2) In Section J, Item 7, Job Descriptions - DELETE in its entirety and REPLACE WITH: The following:

"Job Descriptions"

Project Manager:

Responsibilities: Participates in all aspects of the program including, but not limited to contract development, execution and management of field and laboratory research, writing and preparation of acceptable technical reports, and the effective quality control, quality assurance procedure for the maintenance of high professional standards.

Qualifications: Advanced degree in naval architecture or civil engineering. A demonstrated ability to prepare acceptable proposals, demonstrated ability to conduct and manage field research in a timely, cost effective manner, demonstrated ability to complete laboratory processing and analysis within established time and cost parameters, and a demonstrated ability to produce high quality technical reports.

Business Coordinator:

Responsibilities: Serves as central point-of-contact for management, clarification, quality control, and resolution of any contractual and/or financial issues. Provides continuity for all work associated with this contract. This may be the same person as the Project Manager.

Qualifications: Demonstrated experience in managing contract and work efforts, schedules, and contractual financial matters. A basic understanding of real-time marine simulation and demonstrated understanding of real-world maritime issues is preferred.

Research Naval Architect:

Responsibilities: Provide technical expertise in the area of naval architecture. This includes documentary research of relevant archival and technical materials and literature in the field of vessel maneuverability, the preparation of technical reports and participation in effective project planning, design and execution. Responsible for the development of numerical ship/tow models and vessel response algorithms. This may be the same person as the Project Manager.

Qualifications: Minimally a Masters Degree in Naval Architecture, Ph.D. preferred. A proven record of research and development of ship models and vessel motion algorithms for real-time ship simulators.

Visual Scene Technician:

Responsibilities: Provide technical expertise in the area of visual scene development for ship simulator. This includes site-specific databases and ship images.

Qualifications: A proven record of development of visual scene images in the format required by the new ERDC ship/tow simulator (.flt format)"

(3) In Section L, Item 8, 52.0215-4009 Offer Submission, Change the date "To be opened" from "21 Sep 01" to "28 Sep 01".

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAC			
2. CONTRACT NO.			3. SOLICITATION NO. DACA42-01-R-0016		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 07 Aug 2001		6. REQUISITION/PU W81EWF-1157-2175		
7. ISSUED BY VBURG CONSOLIDATED CONTRACTING CHAMPAIGN OFFICE P O BOX 9005 CHAMPAIGN IL 61826-9005				CODE DACA42 TEL: (217)373-6748 FAX: (217)373-6773		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				CODE TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 handcarried, in the depository located in <u>Contracts Office</u> until <u>14 00</u> local time <u>28</u> (Hour) (E											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to a conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME JOYCE I ROBERTS			B. TELEPHONE (Include area code)(NO COLLECT CALLS) 217-352-6511 X7568			C. E-MAIL ADDRESS j-roberts@cecer.army.mil			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES			
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER AT					
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			15	X	J	LIST OF ATTACHMENTS			
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIO					
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X	F	DELIVERIES OR PERFORMANCE			20						
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a di is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the pri each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. C		
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA					28. /
						(Signature of Contracting Officer)					

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVIC ES	MAX QUANTIT Y	UNIT	UNIT PRICE	MAX AMOUNT
0001		750,000.00	Dollars, U.S.		
Basic Period					
FFP - Any Task Order awarded under this CLIN will be					
negotiated using the rates on SubClin 0001AA below.					
PURCHASE REQUEST NUMBER W81EWF-1157-2175					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVIC ES	MAX QUANTIT Y	UNIT	UNIT PRICE	MAX AMOUNT
0001AA		.00	Dollars, U.S.		

Basic Period
FFP - Provide Research & Development Services in the Area of Vessel Numerical Modeling/Ship Simulation for a period of one year from the date of award, as ordered. Services required are as indicated in Section C.

LABOR CATEGORY	ESTIMATED HOURS	MAXIMUM FULLY BURDENED
HOURLY RATE		
Project Manager	2,400	_____
Business Coordinator	2,400	_____
Research Naval Architect	2,400	_____
Visual Scene Technician	2,400	_____
Secretary/Clerical	2,400	_____

The quantities listed above are just estimates, and as such, the Government will not be held liable should the actual quantities differ from these estimates.

Please note that the estimated hours for the basic period are based on the possibility that the Not-To-Exceed (NTE) amount of \$750,000.00 could be expended in the first year. Those same estimated hours are also carried over to each option year; however it is not intended for the \$750,000.000 NTE amount to be exceeded over the life of the contract.

MAX
NET AMT

ITEM NO	SUPPLIES/SERVIC ES	MAX QUANTIT Y	UNIT	UNIT PRICE	MAX AMOUNT
0002		.00	Dollars, U.S.		

First Option Period
FFP - Any Task Order awarded under this CLIN will be
negotiated using the rates on SubClin 0002AA below.

MAX
NET AMT

ITEM NO	SUPPLIES/SERVIC ES	MAX QUANTIT Y	UNIT	UNIT PRICE	MAX AMOUNT
0002AA		.00	Dollars, U.S.		

First Option Period
FFP - Provide Research & Development Services in the Area of Vessel Numerical Modeling/Ship Simulation for a period of one year from the exercise of option, as ordered. Services required are as indicated in Section C.

LABOR CATEGORY	ESTIMATED HOURS	MAXIMUM FULLY BURDENED
HOURLY RATE		
Project Manager	2,400	_____
Business Coordinator	2,400	_____
Research Naval Architect	2,400	_____
Visual Scene Technician	2,400	_____
Secretary/Clerical	2,400	_____

The quantities listed above are just estimates, and as such, the Government will not be held liable should the actual quantities differ from these estimates.

Please note that the estimated hours for the basic period are based on the possibility that the Not-To-Exceed (NTE) amount of \$750,000.00 could be expended in the first year. Those same estimated hours are also carried over to each option year; however it is not intended for the \$750,000.000 NTE amount to be exceeded over the life of the contract.

MAX
NET AMT

ITEM NO	SUPPLIES/SERVIC ES	MAX QUANTIT Y	UNIT	UNIT PRICE	MAX AMOUNT
0003		.00	Dollars, U.S.		

Second Option Period
FFP - Any Task Order awarded under this CLIN will be
negotiated using the rates on SubClin 0003AA below.

MAX
NET AMT

ITEM NO	SUPPLIES/SERVIC ES	MAX QUANTIT Y	UNIT	UNIT PRICE	MAX AMOUNT
0003AA		.00	Dollars, U.S.		

Second Option Period
FFP - Provide Research & Development Services in the Area of Vessel Numerical Modeling/Ship Simulation for a period of one year from the exercise of option, as ordered. Services required are as indicated in Section C.

LABOR CATEGORY	ESTIMATED HOURS	MAXIMUM FULLY BURDENED
HOURLY RATE		
Project Manager	2,400	_____
Business Coordinator	2,400	_____
Research Naval Architect	2,400	_____
Visual Scene Technician	2,400	_____
Secretary/Clerical	2,400	_____

The quantities listed above are just estimates, and as such, the Government will not be held liable should the actual quantities differ from these estimates.

Please note that the estimated hours for the basic period are based on the possibility that the Not-To-Exceed (NTE) amount of \$750,000.00 could be expended in the first year. Those same estimated hours are also carried over to each option year; however it is not intended for the \$750,000.000 NTE amount to be exceeded over the life of the contract.

MAX
NET AMT

ITEM NO	SUPPLIES/SERVIC ES	MAX QUANTIT Y	UNIT	UNIT PRICE	MAX AMOUNT
0004		.00	Dollars, U.S.		

Third Option Period
FFP - Any Task Order awarded under this CLIN will be
negotiated using the rates on SubClin 0004AA below.

MAX
NET AMT

ITEM NO	SUPPLIES/SERVIC ES	MAX QUANTIT Y	UNIT	UNIT PRICE	MAX AMOUNT
0004AA		.00	Dollars, U.S.		

Third Option Period
FFP - Provide Research & Development Services in the Area of Vessel Numerical Modeling/Ship Simulation for a period of one year from the exercise of option, as ordered. Services required are as indicated in Section C.

LABOR CATEGORY	ESTIMATED HOURS	MAXIMUM FULLY BURDENED
HOURLY RATE		
Project Manager	2,400	_____
Business Coordinator	2,400	_____
Research Naval Architect	2,400	_____
Visual Scene Technician	2,400	_____
Secretary/Clerical	2,400	_____

The quantities listed above are just estimates, and as such, the Government will not be held liable should the actual quantities differ from these estimates.

Please note that the estimated hours for the basic period are based on the possibility that the Not-To-Exceed (NTE) amount of \$750,000.00 could be expended in the first year. Those same estimated hours are also carried over to each option year; however it is not intended for the \$750,000.000 NTE amount to be exceeded over the life of the contract.

MAX
NET AMT

ITEM NO	SUPPLIES/SERVIC ES	MAX QUANTIT Y	UNIT	UNIT PRICE	MAX AMOUNT
0005		.00	Dollars, U.S.		

Fourth Option Period
FFP - Any Task Order awarded under this CLIN will be
negotiated using the rates on SubClin 0005AA below.

MAX
NET AMT

ITEM NO	SUPPLIES/SERVIC ES	MAX QUANTIT Y	UNIT	UNIT PRICE	MAX AMOUNT
0005AA		.00	Dollars, U.S.		

Fourth Option Period
FFP - Provide Research & Development Services in the Area of Vessel Numerical Modeling/Ship Simulation for a period of one year from the exercise of option, as ordered. Services required are as indicated in Section C.

LABOR CATEGORY	ESTIMATED HOURS	MAXIMUM FULLY BURDENED
HOURLY RATE		
Project Manager	2,400	_____
Business Coordinator	2,400	_____
Research Naval Architect	2,400	_____
Visual Scene Technician	2,400	_____
Secretary/Clerical	2,400	_____

The quantities listed above are just estimates, and as such, the Government will not be held liable should the actual quantities differ from these estimates.

Please note that the estimated hours for the basic period are based on the possibility that the Not-To-Exceed (NTE) amount of \$750,000.00 could be expended in the first year. Those same estimated hours are also carried over to each option year; however it is not intended for the \$750,000.000 NTE amount to be exceeded over the life of the contract.

MAX
NET AMT

Minimum Government Obligation
FFP - This amount shall be deobligated from the contract immediately following the award of the first task order that exceeds \$5,000.00.

- a. Overhead Cost Rate (retirement, insurance, vacations, etc.
- b. Direct material costs (if any)
- c. General and Administrative (G&A) overhead cost rates
- d. Other Significant Costs (itemize, if any, e.g. hourly computer use charge, consultants, overhead on materials)

e. Profit Rates

	Line Item 0001**	Line Item 0002**	Line Item 0003**	Line Item 0004**	Line Item 0005**
a.	_____	_____	_____	_____	_____
b.	_____	_____	_____	_____	_____
c.	_____	_____	_____	_____	_____
d.	_____	_____	_____	_____	_____
e.	_____	_____	_____	_____	_____

****NOTE: Negotiated hourly rates and indirect cost rates set forth in the Schedule shall be in effect during the term of the contract, which shall include Option Line Items 0002 through 0005, if exercised.**

3. Please insert your Commercial and Government Entity (CAGE) Code: _____.
(Reference Section L, Clause 252.204-7001)

4. Please insert your Data Universal Numbering System (DUNS): _____.
(Reference Section L, Clause 52.204-6)

5. Sections "J" and "K" contain "fill-ins" which must be completed and returned with the offer. PLEASE RETURN THE ENTIRE SOLICITATION INTACT, INCLUDING THE CONTRACT CLAUSES.

6. Advance payments will not be made, but rather partial payments will be made based on work performed. Reference Section "G," Method of Payment.

7. 52.0000-4010 CONTRACT PERIOD

The period of service for Line Item(s) 0001 of this contract shall commence on the date specified in the notice of contract award for a period of twelve months unless terminated earlier pursuant to the provisions of this contract. If this contract contains an option clause and the option(s) to extend the contract is/are exercised, the contract may be extended for four (4) additional twelve (12) month periods.

8. 52.0000-4070 PAYMENT ADDRESS

Bidder/offeror shall indicate below the address to which payment shall be mailed, if such address is different from that shown for the bidder/offeror on the award document of this contract (SF 33 or SF 26).

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

9. Awards will be made in accordance with Section "M" of this solicitation for line item 0001, only, at this time.

10. Contract Amount: The total contract amount is a not-to-exceed \$750,000.00, including any options that may be exercised. Reference: Section H, Minimum Government Obligation.

SECTION C Descriptions and Specifications

SECTION C DESCRIPTION/SPECS./WORK STATEMENT

INDEFINITE DELIVERY CONTRACT FOR (TITLE)

1. GENERAL:

1.a. Purpose: The primary purpose of this indefinite delivery contract is to provide research support to the United States Army Engineer Research and Development Center - Waterways Experiment Station (ERDC-WES) in the area of hydrodynamic numerical modeling of vessels (ships, boats, and tows) for navigation studies.

1.b. Personnel: The Contractor shall provide all the necessary personnel within the rates specified in Schedule B to perform and document requirements as identified in each individual task order. Only personnel acceptable to the USACERL Contracting Officer or the Contracting Officer's Representative shall be utilized in providing services under this contract, including senior staff, technical consultants, hourly assistants, and all supporting staff.

The Contractor shall replace key personnel (personnel other than supporting staff and hourly assistants) under each task order issued only upon the express approval of the Contracting Officer.

1.c. Travel Expense: For each task order, USACERL will provide funds as other direct costs to the Contractor in accordance with the rate approved by the Contracting Officer and negotiated under each specific task order. Travel costs provided to the Contractor will be at the current rates set forth in the U.S. Government Joint Travel Regulations (JTR) at the time of the execution of the task order, or at such other rates as approved by the Contracting Officer.

1.d. Computer and Office Expenses: For each task order, USACERL will, at its option, provide either direct supply of, access to, or funds to provide for the purchase of unusually excessive or specialized computer equipment and services within the individual task orders. The Contractor shall ensure that normal office equipment is available for use under this contract as required.

1.e. Material, Equipment, Supplies and Other Expenses: For each task order, the Government will provide, at its option, either direct supply of, funds for the purchase of, or use of U.S. Government owned materials, equipment, supplies, and other services (e.g. telephone services, printing, etc.) required to complete the specifications of individual task orders which can be directly charged to and accounted for on individual projects. If funds are provided for these expenses, cost shall be as negotiated under each individual task order. Individual task orders will also provide disposition instructions for any Government-furnished or Contractor-acquired property as applicable.

1.f. Meetings/Reviews: Each task order will identify within the Statement of Work any meetings or reviews that the Contractor shall be required to attend. If such meetings or reviews are held outside of the Contractor's location, travel costs will be considered in accordance with Paragraph 1.c, Travel Expenses, as negotiated in each individual task order.

1.g. Reports/Deliverables: The types of reports or deliverables, number of copies and delivery schedules for all reports/deliverables required shall be as specified in each individual task order.

1.h. Conflict of Interest: The Contractor may be required by task order to perform independent reviews of on-going research and developments projects, and make recommendations for future projects. An organizational conflict of interest may arise if the Contractor were in turn requested to perform the particular research and development projects which they recommended. Therefore, the Contractor (including subcontractors and affiliates) will be precluded from any future hands-on experiments or demonstrations resulting from recommendations provided under a separate task order or contract for a period of two (2) years following completion of the individual task order. Such restriction will also be included in each applicable task order.

1.i. Non-personal Services: The Government and the Contractor hereby understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services, and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under this contract between the Government and the Contractor's employees.

1.j. SECURITY/NATIONAL AGENCY CHECK REQUIREMENTS: All Contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract or applicable task orders who require access to Automated Information Systems (AIS), (stand-alone computers, networked computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III Position (non-sensitive) in accordance with Army Regulation 380-67, Personal Security, Army Regulation 380-19, Information Systems Security, and DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III Position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. Each applicable employee shall complete a SF-85P and submit to the CERL Security Office within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. (Reference CERL website at <http://owwww.cecer.army.mil/contracts/formindex.html> for a copy of the SF-85P.) Contractors that have a Commercial and Government Entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit request/results of NAC to the CERL Security Office. For those contractors that do not have a CAGE Code or Facility Security Clearance, the CERL Security Office will process the investigation in coordination with the Contractor and contract employees. If the contractor employee will be performing work on-site at USACERL, or in the local area, the SF 85P may be completed on-line at the USACERL Security Office.

In accordance with Engineering Regulation (ER) 380-1-18, Section 4, all foreign nationals who work on Corps of Engineers contract or task order shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on a contract/task order. This regulation

includes subcontractor employees. The Contractor shall submit to the CERL Contracts Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States (US) and has authority to work and/or go to school in the US. Such documentation may include a US Passport, Certificate of US Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), Alien Registration Card with photograph (INS Form I-151 or I-551), Employment Authorization Card (INS Form I-688A), etc.

2. STATEMENT OF WORK:

2.a. Background: The Coastal and Hydraulics Laboratory (CHL) of the Engineering Research and Development Center (ERDC) is located at Vicksburg, Mississippi. The CHL conducts basic and applied research and supporting engineering design in the field of river, tidal, coastal, and structural hydraulics including application of numerical navigation modeling. These functions are accomplished through theoretical math analysis, laboratory and field experiments, and field measurements. The research and engineering is conducted by government personnel and by contract with educational institutions, non-profit organizations and private industry.

2.b. SERVICES TO BE PERFORMED: The contractor shall provide research in the discipline of vessel numerical modeling and services as indicated below. Vessels may be ships, tows, or boats. Specific work to be provided by the contractor will be defined by Task Order. Each Task Order will contain its own specific statement of work, instructions, budget, and time schedule.

The CHL operates the Corps of Engineers only ship/tow simulator. The existing ship/tow simulator is scheduled for replacement no later than November 2001. The ship response model for the upgraded CHL ship simulator will be CSC Advanced Marine's "Virtual Ship" hydrodynamic model. Any ship models developed must be 100% compatible with the "Virtual Ship" hydrodynamic model. The upgraded visual scene image generation software will run .flt visual scene files. These files are created using the Multigen – Paradim "Creator" software.

The Contractor shall perform services as specified in each individual task order. Typical tasks and services that ERDC-WES Hydraulics Laboratory may require the contractor to support or accomplish include, but are not limited to:

(a) Analytical, empirical or physical development of or improvements to numerical models of project design vessels to be used on the CHL ship/tow simulator facility. Six degree of freedom may be required for some ship models.

(b) Analytical, physical, or empirical development of or improvements to numerical models of vessels which cannot be modeled accurately with the thin ship/strip theory approach. Specifically, this category included vessels generally thought of as small craft.

(c) Numerical models of project design vessels shall be in the form of vessel characteristic parameters (e.g. length, beam, draft, etc.) and coefficients for the numeric model formulation used on the WES ship/tow simulator.

(d) Submittal of data files associated with such numerical models to ERDC-WES in specified computer format, including shallow water correction coefficients. The specified computer format will be compatible with CSC Advanced Marine's "Virtual Ship" hydrodynamic model.

(e) Develop bow images for ownship and traffic ships in .flt format.

(f) Develop site-specific visual scenes in .flt format.

(g) Provide all Multigen – Paradim "Creator" software files used in the development of .flt files for bow images and/or visual scenes

(h) Preparation of engineering technical reports and manuals as documentation of such modeling activities.

(i) Provide technical consultation and correspondence as required for proper implementation of such numerical models on the USAE-WES ship/tow simulator.

3. CONTRACTING OFFICER'S REPRESENTATIVE (COR): Individual CORs will be identified on each task order, and the duties and limitations of the COR will be specified in writing to the Contractor following award of each task order. The COR for this contract is Mr. Dennis Webb, telephone number 601/634-2455. No Government personnel, other than the Contracting Officer, shall have the authority to do other than clarify technical points or supply relevant information. Specifically, no requirement in these specifications may be revised as a sole result of these verbal clarifications.

4. TASK ORDER REQUIREMENTS:

4.a. Issuance of Task Orders. To order services under this contract, a Request for Quotation, Standard Form (SF) 18, will be forwarded to the Contractor identifying the specific requirements of the individual order. The Contractor shall prepare and submit an itemized budget for the work requested based on the rates negotiated in Section B of this contract and any direct materials, travel or other significant costs applicable to the particular services requested. The Contractor may propose lower rates, but in no event can the rates in Section B be exceeded. Following successful negotiation of each individual requirement, the Contracting Officer will issue a written task order for supplies and/or services on a Department of Defense (DD) Form 1155. All task orders will be issued on a firm fixed-price basis.

4.b. Task orders may be issued at any time during the contract period. Multiple task orders may be in force at any given time. Conversely, there may be periods when no task orders are in force. No compensation will be provided to the Contractor during such periods of non-work.

4.c. Performance of Task Orders. The Contractor shall be required to commence work on each approved Task Order within ten (10) calendar days of the date of receipt, unless specified otherwise in an individual task order. The Contractor shall perform the necessary work on each assignment continuously as working conditions permit. If it becomes necessary for the

Government to stop work on any assignment, FAR clause 52.242-15 found in Section F, Stop Work Order, shall govern.

4.d. To perform the required work, the Contractor shall provide all professional staff, support staff, and specialists necessary to plan, supervise, perform and report the required work. The Contractor shall furnish all labor, plant, transportation, fuel, equipment, and material necessary to perform the services required by each task order. The Contractor shall also provide adequate professional supervision to assure the accuracy, quality, and completeness of all work required under this contract.

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0004AA	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0005AA	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE:

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTIT	FOB	SHIP TO ADDRESS
0001	12.00 MONTHS ADC	Dollars, U.S.	750,000.00	Y	Dest. U4J0200 DPW-HOUSING & FINANCL MGMT DIV RECEIVING SECTION USAERDC, WATERWAYS 3909 HALLS FERRY ROAD VICKSBURG MS 39180-6199
0001AA	12.00 MONTHS ADC	Dollars, U.S.	.00		Same as CLIN 0001
0002	24.00 MONTHS ADC	Dollars, U.S.	.00		Dest. Same as CLIN 0001
0002AA	12.00 MONTHS ADC	Dollars, U.S.	.00		Same as CLIN 0001
0003	36.00 MONTHS ADC	Dollars, U.S.	.00		Dest. Same as CLIN 0001
0003AA	12.00 MONTHS ADC	Dollars, U.S.	.00		Same as CLIN 0001
0004	48.00 MONTHS ADC	Dollars, U.S.	.00		Dest. Same as CLIN 0001
0004AA	12.00 MONTHS ADC	Dollars, U.S.	.00		Same as CLIN 0001
0005	60.00 MONTHS ADC	Dollars, U.S.	.00		Dest. Same as CLIN 0001
0005AA	12.00 MONTHS ADC	Dollars, U.S.	.00		Same as CLIN 0001
0006	12.00 MONTHS ADC	Dollars, U.S.	5,000.00		Dest. SHIPADD U S ARMY CONSTRUCTION ENG RES LAB RECEIVING CLERK 2902 FARBER DRIVE CHAMPAIGN IL 61822-1072

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Stop-Work Order
52.247-34 F.O.B. Destination

AUG 1989
NOV 1991

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242- Postaward Conference
7000

DEC 1991

1. 52.0000-4044 DISSEMINATION OF CONTRACT INFORMATION:

The Contractor shall be free to publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of conclusions made pursuant to performance of this contract; provided, however, that it shall provide copies of any such publication or release of information to the Government's Contracting Officer for review and comment at least fourteen (14) days prior to any such release.

2. 52.0000-4063 METHOD OF PAYMENT:

With reference to Clause FAR 52.0232-0002, PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS, of the Contract Clauses, at the Contractor's Option, (a) he may, upon completion of the work, submit one invoice for payment of the entire amount due under the contract or task order, as applicable, in one lump sum, or (b) he may submit estimates of the amount and value of the work and services performed under the contract or task order at any time during the period of performance, but not more frequently than once a month or for amounts less than \$1000. Procedures for submitting partial invoices under (b) above are as follows:

a. Upon approval of such estimate by the Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR), partial payment upon properly certified vouchers will be made to the Contractor as soon as practicable of the amount determined to be due, less all previous payments.

b. Upon completion by the Contractor of the work to be performed under the contract or task order, as applicable, and acceptance of such work by the Government, the Contractor will be paid the balance of any money due for work performed.

c. Invoice(s) shall be sent to USAERDC, Attn: Dennis Webb CHL, Navigation Branch, 3909 Halls Ferry Road, Vicksburg, MS 39180-6199. A suggested format for invoices may be located at <http://owwww.cecer.army.mil/contracts/formindex.html>. After verification as to correctness, the invoice(s) will be forwarded to the Special Disbursing Agent for payment.

3. 52.0000-4068 MINIMUM GOVERNMENT OBLIGATION:

The cumulative amount to be expended under this contract shall not exceed \$750,000.00, notwithstanding the limitations set forth in Contract clause 52.216-0019. The Government obligates itself to obtain no less than \$5,000.00, if the value of the contract, including all option periods, is less than \$5,000,000.00. The Government obligates itself to obtain no less than \$10,000.00 if the value of the contract, including all option periods, is at least \$5,000,000.00, but not greater than \$10,000,000.00. If multiple contract awards are made as a result of this solicitation, these limitations apply to each individual contract.

SECTION H Special Contract Requirements

1. 52.0000-4001 TECHNICAL DIRECTION:

a. Performance of the work under this contract shall be subject to the technical direction of a Technical Point of Contact (POC) or Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:

(1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

b. Technical direction shall be within the scope of work stated in the contract. The POC or COR does NOT have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

c. All technical directions shall be issued in writing by the POC or COR.

d. The Contractor shall proceed promptly with the performance of technical directions duly issued by the POC or COR in the manner prescribed by this clause and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the POC or COR falls within one of the categories defined in b(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting

Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) calendar days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

e. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes".

2. 52.0000-4004

KEY PERSONNEL:

a. Key personnel are understood to be those individuals for whom resumes/qualifications were submitted as required by the solicitation. The Contractor shall assign to this contract the following key personnel:

b. During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer immediately after the occurrence of any of these events and provide the information required by paragraph "c" below. After the initial 90-day period, the Contractor shall submit the information required by paragraph "c" to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions (thirty (30) calendar days if security clearance is to be obtained).

c. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. Proposed substitutes shall be of equal or superior qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 20 calendar days after receipt of all required information of the approval or disapproval on substitutions.

3. 52.0000-4071

INCORPORATION OF PART IV

Part IV containing Section K, Representations, Certifications, and Other Statements of Offerors or Quoters, will be incorporated in any contract award made as a result of this solicitation, although it will not be physically present in the award document.

4. 52.0227-4739 REPORT OF INVENTIONS - DD FORM 882

With reference to DFARS Clause No. 252.227-7039, "Patents -Reporting of Subject Inventions", and FAR Clause No. 52.227-0011, "Patent Rights - Retention by the Contractor (Short Form)" of the contract clauses, the Contractor shall submit a completed interim DD Form 882 at least every twelve (12) months from the date of award of this contract or task order. The Contractor shall submit a completed final DD Form 882 within three (3) months after completion of the contract or task order, as applicable. If the contract or task order period of performance is not in excess of eighteen (18) months, an interim DD Form 882 is not required. A blank DD Form 882 may be found at http://www.acq.osd.mil/dp/dars/dfars/toc253_hm. Submit DD Form 882 to USAERDC/CERL, Attn; Contracts Office/J. Roberts, P.O. Box 9005, Champaign, IL 61826-9005.

5. 52.0219-4009 DISTRIBUTION OF SUBCONTRACTING PLAN REPORTS

In addition to the requirements of FAR 52.219-9, Small Business Subcontracting Plan, subparagraph (j), located elsewhere in this contract, the Contractor shall furnish one (1) copy of the Standard Forms 294 and 295 to the following address:

USACE/VICKSBURG DISTRICT
ATTN: CEMVK-DB (SADBU)
5155 CLAY STREET
VICKSBURG, MS 39183-3435

6. 52.0228-4005 SCHEDULE OF INSURANCE

This clause supplements FAR Clause No. 52.228-0005 in Section I. The types of insurance and the amounts required are as follows:

TYPE OF INSURANCE	AMOUNT
Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
General Liability Insurance per Occurrence.....	\$500,000.00
Comprehensive Automobile Liability Insurance:	
Minimum Per Person.....	\$200,000.00
Per Occurrence for Bodily Injury.....	\$500,000.00

Per Occurrence for Property Damage.....	\$20,000.00
(End of clause)	

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	MAY 2001
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned	JUN 2000

Economic Enterprises

52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.245-2 Alt II (Dev)	Government Property (Fixed-Price Contracts) (Dec 1989) Alternate II (Deviation)	JUL 1985
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-	Acquisition From Subcontractors Subject To On-Site	NOV 1995

7000	Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	JAN 2000
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7000	Non-estoppel	OCT 1966
252.227-7014 Alt I	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995) - Alternate I	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-	Government-Furnished Mapping, Charting, and	DEC 1991

7000	Geodesy Property	
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

For each modification, the Contractor shall submit sufficient breakdown information in order for the Contracting Officer to determine whether or not the price is fair and reasonable. The breakdown shall include the contract labor categories being employed, the number of hours estimated for each labor category and the fully burdened rate being charged for each category. In addition, the contractor shall provide a breakdown of the proposed travel to include fares, lodging, and per diem, etc. Any materials and supplies shall be listed by group and if necessary further broken down by item for major expenses.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through one (1) year after the date of contract award, or one (1) year after the exercise of an option line item.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$250,000.00;

(2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that

period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after twenty-four (24) months after contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)

(a) Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor. (1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks

to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor and protection of the Contractor right to file. (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency

for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention."

(g) Subcontracts. (1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree

that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that--

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

(l) Communications.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://web.deskbook.osd.mil/welcome.htm>

<http://www.acq.osd.mil/dp/dars/dfars.html>

<http://www.afmc-mil.wpafb.af.mil/HQ-AFMC/PK/pko/virtual.htm>

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER
SOFTWARE
(APR 1988)

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the "Rights in Technical Data and Computer Software" clause of this contract.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

The forms listed below may be available at the following websites:

1. DD Form 882 - Report of Inventions and Subcontracts. (Reference Section G, Item G.4, 52.227-4739, Clause entitled "Method of Payment" - http://www.acq.osd.mil/dp/dars/dfars/toc253_hm.)
2. SF 298 - Report Documentation Page. (Reference Section "I," Clause number 52.235-7011, "Final Scientific or Technical Report" - <http://procure.arc.nasa.gov/Acq/Forms/Index.html>.)
3. SF LLL - Disclosure of Lobbying Activities. (Reference Section "K," Clause number 52.203-0011, "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions" - <http://www.gsa.gov/forms/farnumer.htm>.)
4. Standard Form 294, Subcontracting Report for Individual Contracts. (Reference Section I, "Small Business Subcontracting Plan", FAR 52.219-9 - <http://www.gsa.gov/forms/farnumer.htm>)
5. Standard Form 295, Summary Subcontract Report (Reference Section I, "Small Business Subcontracting Plan", FAR 52.219-9 - <http://www.gsa.gov/forms/farnumer.htm>)
6. Other forms and publications commonly used at ERDC/USACERL can be found at the following website: <http://owwww.cecer.army.mil/contracts/formindex.html>. This website includes the Central Contractor Registration EZ Form and the Electronic Funds Transfer Form. It is mandatory for Contractors to be registered in the Central Contractor Register and for contract payments to be paid via electronic funds transfer. This website also contains the Performance Assessment Report (PAR) Form which is used to evaluate performance of current ERDC Contractors. In accordance with FAR 42.15 Contractor performance will be evaluated using the criteria listed in the PAR.

Adobe Acrobat Reader is required to view these forms and can be downloaded from: <http://www.adobe.com/prodindex/acrobat>.

7. Job Descriptions

Job Descriptions

Project Manager:

Responsibilities: Participates in all aspects of the program including, but not limited to contract development, execution and management of field and laboratory research, writing and preparation of acceptable technical reports, and the effective quality control, quality assurance procedure for the maintenance of high professional standards.

Qualifications: Advanced degree in naval architecture or civil engineering. A demonstrated ability to prepare acceptable proposals, demonstrated ability to conduct and manage field

research in a timely, cost effective manner, demonstrated ability to complete laboratory processing and analysis within established time and cost parameters, and a demonstrated ability to produce high quality technical reports.

Business Coordinator:

Responsibilities: Serves as central point-of-contact for management, clarification, quality control, and resolution of any contractual and/or financial issues. Provides continuity for all work associated with this contract. This may be the same person as the Project Manager.

Qualifications: Demonstrated experience in managing contract work efforts, schedules, and contractual financial matters. A basic understanding of real-time marine simulation and demonstrated understanding of real-world maritime issues is preferred.

Research Naval Architect:

Responsibilities: Provide technical expertise in the area of naval architecture. This includes documentary research of relevant archival and technical materials and literature in the field of vessel maneuverability, the preparation of technical reports and participation in effective project planning, design and execution. Responsible for the development of numerical ship/tow models and vessel response algorithms. This may be the same person as the Project Manager.

Qualifications: Minimally a Masters Degree in Naval Architecture, Ph.D. preferred. A proven record of research and development of ship models and vessel motion algorithms for real-time ship simulators.

Visual Scene Technician:

Responsibilities: Provide technical expertise in the area of visual scene development for ship simulator. This includes site-specific databases and ship images.

Qualifications: A proven record of development of visual scene images in the format required by the new ERDC ship/tow simulator (.flt format)

CLAUSES INCORPORATED BY REFERENCE:

CLAUSES INCORPORATED BY FULL TEXT

2. AUTHORIZED NEGOTIATORS

Name	Title	Telephone No.	Email

(List names, titles, phone number, and email addresses of the authorized negotiators.)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

 Place of performance (street Name and address of owner and
 address, city, state, county, zip operator of the plant or facility
 code) if other than offeror or respondent

_____.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)
ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small

business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision) The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.237-1	Site Visit	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

SECTION L INSTRS., CONDS., AND NOTICES TO OFFERORS

L.A. Proposal Preparation and Submission Instructions.**1. Format.**

1.a. The Offeror's proposal in response to this solicitation shall be prepared in three (3) separate volumes with the number of copies specified below. No cross-referencing between volumes for essential information is permitted except where specifically set forth herein. To reduce the proposal size, the Offerors shall submit only essential matters sufficient to clearly present their approach and provide an adequate basis for evaluation. The following volumes of material shall be submitted:

Title	Copies
Price	2 Originals
Performance Risk	1 Original, 5 copies
Technical	1 Original, 5 copies

1.b. No pricing data or cross-reference to the price proposal shall be included in any other volume.

l.c. Proposals shall be prepared on 8 1/2 x 11 inch paper except for foldouts used for charts, tables, or diagrams, which may not exceed 11 x 17 inches. Pages shall have one-inch margins.

l.d. Proposals shall be bound using three-ring binders or a similar binding technique that allows insertion or replacement of pages.

2. Content:

2.a. Technical Proposal: The technical proposal shall contain sufficient information to enable the evaluators to make a complete analysis with respect to the criteria listed in Section M. All available information pertaining specifically to these criteria shall be included, as well as any other information which the Offeror feels would demonstrate his/her ability to accomplish the project. Offerors are cautioned that any information submitted on subcontractors will only be evaluated if a firm commitment with the firm or individual is demonstrated. The offeror shall submit the information in the following order:

2.a. (1) Cover Letter and Miscellaneous Documentation: This shall include an introduction of the Offeror and the proposal, and identification and terms of any teaming arrangements including documentation and commitment letters thereof.

2.a. (2) Corporate/Institutional Qualifications (See Paragraph M.3.a. (1)): The offeror shall demonstrate their experience, as well as any proposed subcontractors who will perform scientific or technical work, relevant to each task in Section C, Paragraph 2, Statement of Work, by submitting the following information for each project successfully completed by the Offeror within the last 3 years.

2.a. (2)(a) Project Category (identify specific task in Section C);

2.a. (2)(b) Project Title;

2.a. (2)(c) Organization for which the work was performed;

2.a. (2)(d) Brief project description of the work performed; and

2.a. (2)(e) Complete bibliographic information for any reports, theses, books, or referenced technical articles which may have been produced.

The above information shall be provided in the same sequence as the tasks identified in the Statement of Work.

2.a. (3) Personnel Qualifications (See Paragraph M.3.a. (2)): The-Offeror shall demonstrate the experience and qualifications of personnel by submitting a roster/organizational chart of technical and support personnel who would be available for assignment to the work. If subcontractor or personnel employed by other than the offeror are proposed, qualifications will only be considered if a firm commitment is demonstrated with the firm by which they are

employed or with the individuals identified. Commitment letters shall be provided with the offer as appropriate. (Reference Paragraph L.2.a. (1), above).

The roster/organizational chart shall list the personnel available for each of the tasks identified in Section C, Paragraph 2, Statement of Work and shall identify the appropriate labor category in Section B for which the personnel are proposed.

In addition to the roster, experience and qualifications of personnel shall be provided in resume form. Resumes shall indicate the proposed job category that the individual will perform. All resumes submitted shall meet the criterion for the applicable position (Job Title/Labor Category) descriptions contained in Section J of the RFP. Each resume shall contain the following information:

2.a. (3)(a) Company: Current company affiliation and location

2.a. (3)(b) Education: Degree(s), School, Location of School, Major, and Year of Graduation

2.a. (3)(c) Job Title: Current and Planned Job Title

2.a. (3)(d) Professional Experience/Qualifications: Brief Summary of Experience and Training. Describe projects the individual has worked, the highest position the individual held on each project, the duration of assignment on each project and the calendar years of the project.

2.a. (4) Management/Technical Approach (See Paragraph M.3.a (3)):

2.a. (4)(a) Technical Approach: The offeror shall demonstrate their complete understanding of the project's intent and requirements by fully describing the Offeror's proposed technical approach to comply with each of the requirements specified under the Statement of Work (Reference Section C, Paragraph 2), including methods to be utilized and scheduling of time. Also offerors are required to identify any technical barriers that they would conceivably encounter in pursuing the required work and make specific proposals for their solution.

2.a. (4)(b) Management. The offeror shall include a brief management plan of how they intend to accomplish, administer, and manage any projects which the Government requests under this contract. If the offeror proposes subcontractors, the management plan shall explain to what extent it is anticipated that the subcontractors will be involved in the requirements of this solicitation, and how the offeror will manage the subcontractor participation.

2.a. (4)(c) Facilities and Other Resources: The Offeror shall describe their access to and capabilities of the following resources available to them for performance of this contract:

2.a. (4)(c)(i) A VirtualShip simulation vessel model.

2.a. (4)(c)(ii) Computer, hardware and software available for the development of numerical vessel models.

2.b. Performance Risk (See Paragraph M.3.b.):

The offeror shall submit a description of its previous contracts (Federal, state and local government, and private) performed during the past 3 years which are in any way relevant to the effort required by this solicitation. Descriptions shall also be provided for any subcontractors proposed to perform scientific or technical work relevant to the solicitation. The description shall include the following information in the following format:

2.b. (1) Identify in specific detail for each previous contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation;

2.b. (2) Government or commercial contracting activity, address and phone number;

2.b. (3) Procuring Contracting Officer's name and telephone number;

2.b. (4) Government or commercial contracting activity technical representative and telephone number;

2.b. (5) Government or commercial contract administration activity, and the name, telephone number, and facsimile and email addresses of the Administrative Contracting Officer (ACO);

2.b. (6) Contract number;

2.b. (7) Contract award date;

2.b. (8) Contract type;

2.b. (9) Awarded price/cost;

2.b. (10) Final or projected final, delivery schedule;

Offerors shall provide at least five (5) Past Performance Questionnaires (Reference Section J, Item J.6), with blocks 1-10 filled-in, for past projects that the offeror considers most relevant to the solicitation. The Government will, at its option, use the completed Past Performance Questionnaires to gather customer feedback information on the Offeror's past performance on the projects listed.

Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to evaluate offeror performance risk. Since the government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offeror. Proposals that do not contain the information requested, risk rejection or high risk rating by the government.

Firms lacking relevant past performance history shall so state. These firms will receive neither a favorable or unfavorable evaluation for past performance.

2.c. Price Proposal (See Paragraph M.3.c.).

The Offeror's response to the evaluation criterion in Section M, "Price Factor", shall be submitted as a separate and distinct proposal. The proposal shall include a completed copy of the entire solicitation document with original signature pages (Standard Form 33), the labor costs specified in Part I, Section B, and all representations and certifications (Section K). The entire solicitation shall be completed and returned intact. Those subcontractors which completed a commitment letter and who will be performing significant technical portions of the work shall complete Sections B and K for their organization. The prime contractor may provide the subcontractor's completed Sections B and K with their offer, or the subcontractor may submit them independently clearly referencing that they are being submitted as part of the prime's proposal. The subcontractors are cautioned that all information must be received by the closing date and time noted elsewhere in the solicitation.

Price to perform shall be provided in the form of fully burdened staff compensation schedules as set forth in Section B, hereof. (See Contract Clause 52.222-0046, Evaluation of Compensation for Professional Employees in Section M.) All rates shall be fully burdened to include all fringe benefits, general and administrative (G&A) overhead costs, and profit. The rates proposed shall be the maximum rate the contractor shall charge under the contract. This rate is intended to include any rates the contractor may utilize, whether they are for the contractor's employees, subcontract employees, consultants, etc. As individual task orders are written, the Contractor may propose lower rates, but in no event can the rates in Section B be exceeded.

In addition, the Offeror shall provide a complete breakdown showing the unburdened rates and the application of fringe benefits, G&A, and profit. The Offeror shall provide sufficient information to allow the Government to perform a complete cost or price analysis and audit, if necessary, to determine price fair and reasonableness. The prime's subcontractors shall submit with their Section B the same price breakdown information described above.

7. 52.0000-4054 SUBMISSION OF INFORMAL COST BREAKDOWN

The contractor's proposal shall be accompanied by an informal cost break-down which is supportive of proposed prices. This breakdown shall consist of, but shall not be limited to, a breakout of major categories of work (i.e. materials, labor, overhead, profit, etc.). Subcontractor proposals must be supported by competitive data based on actual bids from several sources or contain a similar breakout as mentioned above

8. 52.0215-4009 OFFER SUBMISSION (DEC 1989)

(a) This clause supplements FAR Clause No. 52.0215-0001 in this Section.

(b) Envelopes containing offers shall be sealed, marked, and addressed as follows: IN LOWER LEFT-HAND CORNER:

Offer for: Indefinite Delivery Contract to Provide Research & Development
Services in
 the Area of Hydrodynamic Numerical Modeling of Vessels for
 Navigation Studies
Solicitation No.: DACA42-01-R-0016
To be opened: 28 Sep 01
Not later than 2 p.m., local time at place of closing.

If sending by postal service: If sending by delivery service:
ADDRESS: ADDRESS:

USACERL
Attn: Contracts Office
P. O. Box 9005
Champaign, IL 61826-9005

USACERL
Attn: Contracts Office
2902 Newmark Drive
Champaign, IL 61822-1076

*CAUTION: Regardless of the method used for submission of offers, the offer must arrive at the Contracts Office not later than the date and time specified in this solicitation. Be aware that mail addressed to the Post Office Box is only picked up and delivered to the USACERL facility TWICE DAILY.

HAND-CARRIED OFFERS SHALL BE DEPOSITED IN THE CONTRACTS OFFICE AT THE ADDRESS SHOWN ABOVE. (This is a negotiated procurement and offers will not be publicly opened.)

9. 52.0215-4018

FACSIMILE PROPOSALS

(a) Definition. "Facsimile proposal," as used in this solicitation, means a proposal, modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Offerors may submit facsimile proposals only for any additional information requested by the Contracting Officer, for any modification of a proposal, or for a withdrawal of a proposal submitted in response to this solicitation. Facsimile proposals will not be accepted as an initial offer made to this solicitation.

(c) The Government reserves the right to make award based on the information contained in the facsimile proposal. However, if requested to do so by the Contracting Officer, the offeror agrees to promptly submit the original signed proposal.

(d) Telephone number of receiving facsimile equipment: (217)373-6773.

(e) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile proposal including, but not limited to, the following:

- (1) Receipt of garbled or incomplete proposal.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of proposal.
- (5) Failure of the offeror to properly identify the proposal.
- (6) Illegibility of the proposal.
- (7) Security of proposal data.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

For each task order or modification, the Contractor shall submit sufficient breakdown information in order for the Contracting Officer to determine whether or not the price is fair and reasonable. The breakdown shall include the contract labor categories being employed, the number of hours estimated for each labor category and the fully burdened rate being charged for

each category. In addition, the contractor shall provide a breakdown of the proposed travel to include fares, lodging, and per diem, etc. Any materials and supplies shall be listed by group and if necessary further broken down by item for major expenses.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price indefinite delivery indefinite quantity contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ERDC-CERL/OC, Attn: Mr. Bill Woodard, P.O. Box 9005, Champaign, IL 61826-9005.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dp/dars/dfars/html>

<http://www.afmc-mil.wpafb.af.mil/HQ-AFMC/PK/pko/virtual/virtual.htm>

<http://www.arnet.gov/Library/>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5	Evaluation Of Options	JUL 1990
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

SECTION M EVALUATION FACTORS FOR AWARD

1. BASIS FOR AWARD: Award will be made to the offeror whose proposal contains the combination of those criteria offering the best overall value to the Government with appropriate consideration given to the following factors which are in descending order of importance:

- (1) Technical
- (2) Performance Risk
- (3) Price

The Technical factor is significantly more important than Performance Risk. Performance Risk and Technical when combined are significantly more important than Price.

2. EVALUATION PROCESS: Proposals submitted in response to this solicitation will be evaluated in accordance with the criteria set forth in this section. The proposals will be evaluated in three separate areas: Technical, Performance Risk and Price. Each area is described below in greater detail. In addition, refer to Section L for proposal preparation and submission instructions. A deficiency in any of the areas could constitute a basis for an unacceptable rating and rejection of a proposal. Significant deficiencies identified in the factors or subfactors to be evaluated may also be used as a basis for an unacceptable rating and for eliminating a proposal from further consideration. The objective of the evaluation is to select the offeror(s) whose proposal can provide the best value to the Government, price and other factors considered. The source(s) selected may or may not have the lowest proposed total price.

Offerors are reminded that unsupported promises to comply with the contractual requirements will not be sufficient. Proposals shall not merely parrot back the contractual specifications but rather must provide convincing documentary evidence in support of any conclusionary statements relating to promised performance.

Offerors are urged to insure that their proposal is submitted on the most favorable terms in order to reflect their best possible potential, since less than their best potential could result in exclusion of the proposal from further consideration, and since the Government reserves the right to make an award without discussions based upon initial proposals received. The Offeror's

proposal is presumed to represent his best efforts in response to the solicitation. Any inconsistency, whether real or apparent, between promised performance, manpower or Cost shall be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and/or his ability to perform the contract, and may be grounds for rejection of the proposal.

3. EVALUATION FACTORS AND SUBFACTORS TO BE EVALUATED: Proposals will be evaluated according to the following criteria: TECHNICAL, PERFORMANCE RISK, and PRICE. The technical factor is significantly more important than performance risk. Both factors combined are significantly more important than price.

3.a. Technical Factor: Technical evaluation will be accomplished in three subfactors: (1) corporate/Institutional Qualifications; (2) Personnel Qualifications; and (3) Management/Technical Approach. Of these three criteria, Corporate/Institutional Qualifications is slightly more important than Personnel Qualifications which is significantly more important than Management/Technical Approach.

3.a.(1) Corporate/Institutional Qualifications: Offerors will be evaluated based on their experience, and that of any proposed subcontractors **who** will perform scientific or technical work, in the last 3 years relevant to the proposed tasks and subtasks in Section C.

3.a.(2) Personnel Qualifications: Offerors will be evaluated based on the experience and qualifications of the proposed personnel relevant to the tasks and subtasks specified in Section C and the labor categories and job descriptions identified in Sections B and J respectively.

3.a.(3) Management/Technical Approach: Offerors will be evaluated based on the soundness of their technical approach; availability of the necessary facilities and other resources to accomplish the work; and their ability to effectively and efficiently accomplish, administer and manage the program to a successful conclusion.

3.b. Performance Risk Factor: Offerors will be evaluated based on the likelihood of success in performing the solicitation requirements as indicated by the risks associated with the offeror's record of past performance, as well as. That of any proposed subcontractors performing scientific or technical work, within the past 3 years for similar and related efforts.

3.c. Price Factor: Prices will be evaluated to determine reasonableness. The proposed fully burdened rate for each labor category in Section B will be multiplied by its corresponding estimated level of effort (labor hours). The sum of these figures for the base year plus option years will equal the total evaluated price. The evaluation of option periods will not obligate the Government to exercise these options.